

Judge or Division: VIRGINIA W LAY	Case Number: 21SL-AC09353
Plaintiff/Petitioner: CAPITAL ONE BANK (USA), N.A.	Plaintiff's/Petitioner's Attorney/Address: DAVID JOSEPH PAGE 707 NORTH 2ND STREET SUITE 306 ST LOUIS, MO 63102 (888) 920-0620
vs. Defendant/Respondent: TANZEELA KHAN	Date, Time and Location of Court Appearance: 23-JUN-2021, 09:00 AM RM. 281 NORTH, DIV 41W ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: AC Suit on Account	(Date File Stamp)

Associate Division Summons

The State of Missouri to: TANZEELA KHAN

Alias:

207 WESTWIND ESTATES CT
VALLEY PARK, MO 63088



COURT SEAL OF
ST. LOUIS COUNTY, MISSOURI
 You are summoned to appear before this court on the date, time, and location above to answer the attached petition. If you fail to do so, judgment by default will be taken against you for the relief demanded in the petition. You may be permitted to file certain responsive pleadings, pursuant to chapter 517, RSMo. Should you have any questions regarding responsive pleadings in this case you should consult an attorney.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least two business days in advance of the court proceeding.

5/13/2021

Date

Further Information:
GJ

Clark

Sheriff's or Server's Return

Note to serving officer: Service must not be made less than 10 days nor more than 60 days from the date the defendant/respondent is to appear in court. Service should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of

15 years who permanently resides with the defendant/respondent.

(for service on a corporation) delivering a copy of the summons and a copy of the petition to: _____ (name) _____ (title).

other: _____
 Served at _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer.

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____ Date: _____ Notary Public: _____

Sheriff's Fees, If applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary \$ _____

Supplemental Surgeonage \$ 10.00

Mileage \$ _____ (_____ miles @ \$ _____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

ST. LOUIS COUNTY CIRCUIT COURT

Instructions for Remote Hearings for
ASSOCIATE CIVIL AND LANDLORD TENANT CASES

Until further notice, to protect the health and safety of litigants and counsel, hearings for civil cases pending in associate circuit court will be held by video through the video conferencing platform Webex rather than in person. Below are the instructions for how to participate in the virtual court hearing.

In order to appear for your court hearing through Webex, **you must have a valid email address or access to a phone.** If you choose to download the Webex app it is free and is available through all phone app stores.

1. On your scheduled court date and time, enter the **Meeting Room Information** listed in the table on this notice for the judge and division identified on the Summons or notice from the court directly into your browser and follow any noted instructions. You may also use the free app or go to www.webex.com and select Join a Meeting. You will be prompted to enter the **Meeting ID** for the judge and division identified on the Summons or notice from the court which can also be found in the listed table.
2. **If you are unable to participate by video**, you may call in for your hearing at:
1-408-418-9388 United States Toll. You will be prompted to enter the Meeting ID or Access Code. See the table to locate the appropriate **Meeting ID** number.

Note: If you fail to appear timely at your scheduled Court hearing via Webex or by phone, a default judgment may be entered against you.

3. During the hearing, you may be placed in a virtual waiting room and when your case is called, a judge will admit you into the virtual court room. It may be possible to talk to the opposing party about the case in a virtual conference room called breakout sessions. There may be other cases being heard in the virtual court room at the same time and some waiting may be necessary. The court thanks you in advance for your patience.
4. If you have any questions, please call the division number listed in the table for the judge and division identified on the Summons or notice from the court.
5. Pursuant to St. Louis County Local Court Rule the **VIDEO OR AUDIO RECORDING** by litigants or by counsel **IS PROHIBITED**.

6. You may contact the opposing party before the scheduled court date to discuss the case and engage in negotiations. If a party is represented by an attorney, you must contact the attorney directly. You may hire an attorney to represent you.
7. If a settlement is reached, a Consent Judgment resolving the case may be filed with the court. A consent judgment must be signed by all the parties and dated. A Consent Judgment form can be found at <http://wp.stlcountycourts.com/wp-content/uploads/PDF/AC/ConsentJudgment.pdf>. You can also complete your consent judgment on the record during your Webex hearing.
8. You can monitor the status of your case online on Case.Net at www.courts.mo.gov. Use the "Track this Case" feature to receive automatic emails or text messages about your case.

Division	Judge	Phone #	Meeting Room Information	Meeting ID
32	Lasater	314-615-1532	https://mocourts.webex.com/meet/vcdiv32mtg	146 560 3204
33	Cunningham	314-615-1533	https://mocourts.webex.com/meet/vcdiv33mtg	146 590 1104
37	Medler	314-615-1537	https://mocourts.webex.com/meet/vcdiv37mtg	146 513 4852
41	Lay	314-615-1541	https://mocourts.webex.com/meet/vcdiv41mtg	146 904 4637
43	Chasedi	314-615-1543	https://mocourts.webex.com/meet/vcdiv43mtg	146 984 1525
44	Hearne	314-615-1544	https://mocourts.webex.com/meet/vcdiv44mtg	146 647 8876

County Satellite Court Now Open in St. Ann

Hours: Mon-Fri 8:30 a.m. to 5:00 p.m. FREE PARKING

For the convenience of North County residents, a satellite branch of the St. Louis County Circuit Court is now open at the St. Louis County Government Center Northwest at the 715 Northwest Plaza Drive in St. Ann.

Attending Court Hearings Remotely using E-Courts

If you are scheduled to appear in court, you can access the courtroom remotely using the public computer stations (E-courts) in St. Ann and Clayton. These are available for use when courtroom access is restricted due to the pandemic.

Please note: Hearings for juvenile and paternity cases are confidential, and can only be accessed from the Clayton E-court at this time.

Be sure to bring your paperwork with you; you will need your case number, as well as the date, time and number of the Division where you are scheduled to appear.

Filing Pleadings/New Petitions

If you are representing yourself, you may file your paperwork at the St. Ann satellite court, in addition to the Clayton courthouse, using the secure drop box located inside the Court reception area.

Filing Orders of Protection

Starting March 1, you may file for an Order of Protection at the Adult Abuse office in the St. Ann satellite court, in addition to the Clayton courthouse. Clerks will be available on-site to help you fill out and file the necessary paperwork.

For more information call: 314-615-8029





Status Report
Pursuant to Servicemembers Civil Relief Act

SCRA 5.7

Last Name: KHAN
 First Name: TANZEELA
 Middle Name:
 Status As Of: Apr-20-2021
 Certificate ID: G8VLRTJGV8ZZT31

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects the individual's active duty status based on the Active Duty Status Date

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual left active duty status within 367 days preceding the Active Duty Status Date

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual or his/her unit has received any notification to report for active duty

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
 Department of Defense - Manpower Data Center
 400 Gigling Rd.
 Seaside, CA 93955

File #: 21019646_St. Louis

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
CIRCUIT DIVISION
STATE OF MISSOURI

CAPITAL ONE BANK (USA), N.A.

Plaintiff,

Cause No.

vs.

Tanzeela Khan

Division No.:

Defendant(s).

VERIFICATION

I, the undersigned attorney, of lawful age, state that my office accessed the Defense Manpower Data Center website and conducted a search of Defendant's first name, last name, and social security number, and found no records of Defendant as an active duty member of the Armed Forces of the United States of America.

/s/ Michael D. Eberle

4/20/2021

Under penalty of perjury provided by law pursuant to Section 509.030 of the Missouri Revised Statutes the above signed certifies that the statements set forth in this instrument are true and correct to the best of my information, knowledge and belief.

Blitt and Gaines, P.C.
Attorney for Plaintiff
707 North Second Street, Suite 306
St. Louis, MO 63102
(844) 762-8213 TTY: 711
(847) 499-7599 F
pleadings2@blittandgaines.com
21019646

EXHIBIT

2

Transactions		
Visit to see detailed transactions.		
TANZEELA KHAN #0979: Payments, Credits and Adjustments		
Date Description Amount		
TANZEELA KHAN #0979: Transactions		
Date	Description	Amount
Mar 18	Returned Check/Phone Payment	\$100.00
TANZEELA KHAN #0979: Total		
Total Transactions for This Period		
Fees		
Date	Description	Amount
Total Fees for This Period		
Interest Charged		
Interest Charge on Purchases		
Interest Charge on Cash Advances		
Interest Charge on Other Balances		
Total Interest for This Period		
Totals Year-to-Date		
Total Fees charged		
Total Interest charged		



300079

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate(APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	16.15% P	\$0.00	\$0.00
Cash Advances	21.15% P	\$0.00	\$0.00

P,L,D,F = Variable Rate. See reverse of page 1 for details.

How can I Avoid Interest Charges? If you pay your balance in full by the due date each month, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full without interest charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

How is the Interest Charge Determined? Interest charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe interest charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing interest charges, you generally must pay your New Balance in full two consecutive Billing Cycles before interest charges stop being posted to your statement. Interest charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum interest charge of \$0.50 for each Billing Cycle if your account is subject to an interest charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic interest charge on the previous day's balance. Then we subtract any payments and credit for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.

2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.

3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the interest charges for all segments together. The result is your total interest charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary slightly from the interest charge actually assessed.

How can my Variable APR change? Your APRs may increase or decrease based on one of the following indices (reported in *The Wall Street Journal*). The letter code below corresponds with the letter next to your APRs in the Interest Charge Calculation section of this statement.

Code next to your APR(s)	How do we calculate your APR(s)? Index + margin	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July, and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle.
F	1 month LIBOR + margin	

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement to request that we close your account. To avoid paying a monthly membership fee, close your account and we will stop assessing your monthly membership fee.

Changing Mailing Address?

You can change your address by signing into your account online or calling Customer Service.

Pay online at www.capitalone.com

Pay using our mobile app

How can I Close My Account? You can contact customer service any time to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your minimum payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:

Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and

- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

ETC-08
01/01/20

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How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

Any written requests on this form will not be honored. To manage your account, please refer to your billing statement for customer service options.

Payment Information	
Payment Due Date PAST DUE	For online and phone payments, the deadline is 8pm ET.
New Balance \$2,823.22	Minimum Payment Due \$2,823.22

IMPORTANT ACCOUNT UPDATES:

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Account Summary	
Previous Balance	\$2,723.03
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$100.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.19
New Balance	= \$2,823.22

Available Credit (as of Mar. 26, 2020) **N/A**

**Account Notifications**

 Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account on our mobile app or at

Customer Service: 1-800-258-9319 See reverse for Important Information



Please send us this portion of your statement and only one check (or one money order) to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Payment Due Date: Past Due Account Ending in 0979

New Balance \$2,823.22	Minimum Payment Due \$2,823.22	Amount Enclosed \$ _____
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TANZEELA KHAN
276 OAK MOSS WALK
BALLWIN, MO 63021-5712



Capital One
P.O. Box 6492
Carol Stream, IL 60197-6492

CAPITAL ONE BANK (USA), N.A.,
Plaintiff,

v.

TANZEELA KHAN
Defendant(s).

AFFIDAVIT

PERSONALLY APPEARED before the undersigned officer, duly authorized to administer oaths, Jade Wilcox, who states under oath as follows:

1. I am over 18 years old and competent to testify to the matters set forth herein. I am an employee of Capital One Services, LLC, ("COSLLC"), an agent and affiliate of Plaintiff CAPITAL ONE BANK (USA), N.A. ("Capital One"). COSLLC provides services to Capital One in connection with its credit card and related banking practices and my job responsibilities as Litigation Support Representative provide me with access to all relevant systems and documents of Capital One needed to validate the below information. I am authorized by Capital One to testify to the matters set forth herein. As a result of the scope of my job responsibilities, I have personal knowledge of the manner and method by which Capital One creates and maintains certain business books and records, including computer records of customer accounts.

2. The Capital One books and records are made and maintain(ed) in the ordinary course of Capital One's regularly conducted business activity and it is a regular practice of Capital One to make these books and records. Each of the Capital One books and records reviewed are made: (1) at or near the time the events they purport to describe occurred, by a person with knowledge of the acts and events; or, (2) by a computer or other similar digital means, which contemporaneously records an event as it occurs.

3. Capital One is the original creditor on this account. According to the books and records of Capital One that I personally reviewed, a Capital One account was opened in Defendant(s') name for the purpose of obtaining an extension of credit. Subsequently, this account was used to acquire goods,

NANN00000050740809

ROUTER1004234450

services or cash advances in accordance with the Customer Agreement governing use of that account.

Defendant(s) have failed to make the required periodic payments on the account.

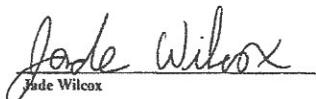
4. The books and records of Capital One show that Defendant(s) is/are currently indebted to Capital One on account number XXXXXXXXXXXXXXX0979 for the just and true sum of \$2823.22 as of 03/22/2021, and that all offsets, payments, and credits have been allowed. This balance is comprised of Defendant(s)' outstanding debt on the date the account charged off (including any pre-charge-off transactions, interest, and/or fees) less any offsets, payments, or credits applied to the account after the charge-off date.

5. The books and records of Capital One that I have reviewed do not indicate that the Defendant(s) is/are a minor/minors.

6. I declare under the penalty of perjury that the foregoing is true and correct and if called as a witness I would competently testify, under oath, thereto.

Given under my hand on:

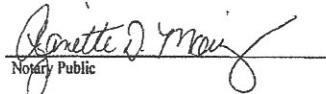
Dated: March 22, 2021


Jade Wilcox

County of Henrico, to wit:
Commonwealth of Virginia

SUBSCRIBED and sworn to before me, the undersigned Notary Public in and for the jurisdiction aforesaid, by Jade Wilcox, who is personally known to me and who acknowledged before me his/her signature to the foregoing Affidavit.

GIVEN under my hand and seal this 22 day of March, 2021.


Anjanette D. Moring
Notary Public

N00000050740809
1004234450
A247
BLITT & GAINES, P.C.



EXHIBIT

1

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
ASSOCIATE CIRCUIT DIVISION
STATE OF MISSOURI

CAPITAL ONE BANK (USA), N.A.

Plaintiff,

Cause No.

vs.

Division No.

Tanzeela Khan

Defendant(s),

SUIT ON ACCOUNT STATED

COMES NOW Plaintiff and for its cause of action against the Defendant, alleges and states as follows:

1. Plaintiff, CAPITAL ONE BANK (USA), N.A., is duly organized under law and is the current owner of this account, Tanzeela Khan, is resident of ST. LOUIS COUNTY, state of Missouri.
2. That Plaintiff or its predecessor in interest issued a credit card to Defendant. That Defendant used said credit card and was indebted to Plaintiff or its predecessor in interest for the balance.
3. That Plaintiff or its predecessor in interest sent to Defendant on a monthly basis a statement of account with the current balance to date of statement.
4. As of the date of this Petition, the account balance is \$2,823.22. Plaintiff's Affidavit and Copy of Statement, marked as "Exhibit "1", respectively are attached hereto, incorporated herein. Defendant's last payment was made May 14, 2020.
5. Plaintiff has made written demand upon Defendant and Defendant has not objected to the accuracy or balance due and has failed to pay.
6. Defendant is not engaged in the military service of the United States of America. A Verification is attached hereto, incorporated herein and marked Exhibit "2".

WHEREFORE Plaintiff prays Judgment against Defendant in the sum of \$2,823.22 plus court costs and no attorney's fees.

Blitt and Gaines, P.C.
707 North Second Street, Suite 306
St. Louis, MO 63102
(844) 762-8213 TTY: 711
(847) 499-7599 F
pleadings2@blittandgaines.com
21019646

BLITT AND GAINES, P.C.

BY: /s/ Michael O. Eberle
David J Page, MBE# 58948
Nicole R. Thayne, MBE# 69380
Jennifer Shipman, MBE# 58363
G. Michael Rupard, MBE# 53969
John Makhamreh, MBE# 70687
 Michael Eberle, MBE# 67763
Thomas A. Ryczek, MBE# 64132

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.